

BellSouth Telecommunications, Inc.
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300

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REC'D TN
REGULATORY AUTH.

Guy M. Hicks
General Counsel
'01 MAY 10 PM 3:40

OFFICE OF THE
EXECUTIVE SECRETARY
May 8, 2001
615 214 6301
Fax 615 214 7406

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

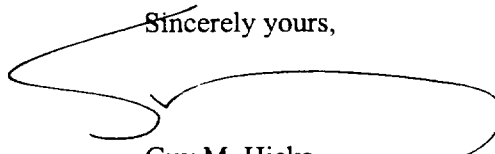
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 032854 **01-00420**

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Trivergent Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 30, 2000. The Amendment adds provisions for LMU and Line Sharing and their associated rates for the State of Tennessee.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Hamilton E. Russell, III, TriVergent Communications, Inc.
Riley Murphy, Esq., Attorney for TriVergent Communications, Inc.
Don Baltimore, Esq., Attorney for TriVergent Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Trivergent Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 032854 01-00420

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TRIVERGENT COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, Trivergent Communications, Inc. ("Trivergent") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 30, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Trivergent and BellSouth state the following:

1. Trivergent and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Trivergent. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on October 24, 2000.

2. The parties have recently negotiated an Amendment to the Agreement which adds provisions for LMU and Line Sharing and their associated rates for the State of Tennessee. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Trivergent and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and Trivergent within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. Trivergent and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

Trivergent and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 9th day of May, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

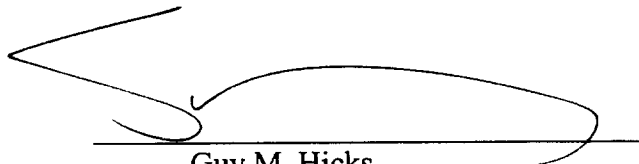
CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 9th day of May, 2001:

Hamilton E. Russell, III
Executive Vice President of Regulatory Affairs
TriVergent Communications, Inc.
Suite 303, 200 North Main Street
Greenville, SC 29601

Riley Murphy, Esq.
General Counsel
TriVergent Communications, Inc.
Suite 303, North Main Street
Greenville, SC 29601

Don Baltimore, Esq.
Farrar & Bates
211 Seventh Ave., N.
Suite 420
Nashville, TN 37219-1823



Guy M. Hicks

AMENDMENT TO
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND TRIVERGENT COMMUNICATIONS, INC.
DATED JUNE 30, 2000

Pursuant to this Agreement (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Trivergent Communications, Inc. ("Trivergent"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 30, 2000 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth and Trivergent hereby covenant and agree as follows:

1. Attachment 2, Sec. 2.5 of the Agreement is hereby amended to include a new section 2.2.4 in the state of Tennessee as follows:

2.5.4 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of equipment on loops equal to or less than 18kft; 2) removal of equipment of loops longer than 18kft; and 3) removal of bridged-taps on loops of any length

2. Attachment 2 of the Agreement is hereby amended to delete Section 2.4 in its entirety and replace it with a new Section 2.4 and all its subsections in the state of Tennessee as follows:

2.4 Preordering Loop Makeup (LMU)

2.4.1 Description of Service

2.4.1.1 BellSouth shall make available to Trivergent loop makeup (LMU) data for BellSouth's network facilities. This section addresses LMU as a *preordering* transaction, distinct from Trivergent ordering any other service(s). Loop Makeup *Service Inquiries (LMUSI)* for *preordering loop makeup* are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

2.4.1.2 BellSouth will provide Trivergent with loop makeup information consisting of the composition of the loop material (copper/fiber); the existence, location and type of equipment on the loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices; the loop length; and the wire gauge. The LMUSI may be utilized by Trivergent for the purpose of determining whether the loop requested is capable of supporting DSL service or other advanced data services. The determination shall be made solely by Trivergent and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop.

- 2.4.1.3 BellSouth's LMU information is provided to Trivergent as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.4.1.4 BellSouth offers LMU information for the sole purpose of allowing Trivergent to determine whether, in Trivergent's judgment, BellSouth's loops will support the specific services that Trivergent wishes to provide over those loops. Trivergent may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop; however, such configurations may not match BellSouth's or the industry's standards and specifications for the intended type and level of service. Accordingly, Trivergent shall be responsible for insuring that the specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR matches the LMU of the facility requested. Trivergent bears full responsibility for being knowledgeable of BellSouth's technical standards and the specifications of BellSouth's loops. Trivergent bears full responsibility for making the appropriate ordering decisions of matching BellSouth loops with Trivergent's equipment for accomplishing Trivergent's end goal for the intended service it wishes to provide its end-user(s). Trivergent is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.
- 2.4.2 Submitting Loop Makeup Service Inquiries
- 2.4.2.1 Trivergent will be able to obtain LMU information by submitting a LMUSI mechanically or manually. **Mechanized** LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the resulting loop data from the mechanized LMUSI process, if Trivergent determines that it needs further loop data information in order to make a determination of loop service capability, Trivergent may initiate a separate manual SI for a separate nonrecurring charge as set forth in Section 2.4.3 Mechanized LMU has been made available for limited deployment to those CLECs that have effective X-Digital Subscriber Line (xDSL) Beta Test Agreements in place with BellSouth. CLECs will be notified once a successful Beta Test has been completed, and mechanized LMU shall then be available to Trivergent.
- 2.4.2.2 **Manual** LMUSIs shall be submitted on the preordering manual LMUSI form by means of fax or electronic-mail to BellSouth's Complex Resale Support Group (CRSG)/Account Team utilizing the Preordering Loop Makeup Service Inquiry form. The standard service interval for the return of a Loop Makeup Manual Service Inquiry is seven business days. This service interval is distinct from the interval applied to the subsequent service order. Manual LMUSIs are not subject to expedite requests.
- 2.4.3 LMUSI Types and Associated Charges

- 2.4.3.1 Trivergent may request LMU information by submitting LMUSIs in accordance with the rate elements in Exhibit 1-TN.
- 2.4.3.2 Trivergent will be assessed a nonrecurring charge for each facility queried as specified in Exhibit 1-TN. Rates for Tennessee are interim and subject to true-up pending approval of final rates by the respective State Commission. True-ups will be retroactive to the effective date of this Agreement.
- 2.4.3.3 Trivergent may reserve facilities for up to four (4) days in connection with a LMUSI. Reserved facilities for which Trivergent does not plan to place a UNE local service request (LSR) should be cancelled by Trivergent. Should Trivergent wish to cancel a reservation on a spare facility, the cancellation will require a facility reservation number (RESID/FRN).
- 2.4.3.4 The reservation holding timeframe is a maximum of four days from the time that BellSouth's LMU data is returned to Trivergent for the facility queried. During this holding time and prior to Trivergent's placing an LSR, the reserved facilities are rendered unavailable to other customers, whether for CLEC(s) or for BellSouth. Notwithstanding the foregoing, BellSouth does not guarantee that a reservation will assure Trivergent's ability to order the exact facility reserved.
- 2.4.3.5 If Trivergent does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.4.3.6 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.
- 2.4.4 Ordering of Other UNE Services
- 2.4.4.1 Whenever Trivergent has reserved a facility through BellSouth's preordering LMU service, should Trivergent seek to place a subsequent UNE LSR on a reserved facility, Trivergent shall provide BellSouth the RESID/FRN of the single spare facility on the appropriate UNE LSR., Trivergent will be billed the appropriate rate element for the specific type UNE loop ordered by Trivergent as set forth in this Attachment. Trivergent will not be billed any additional Loop Makeup charges for the loop so ordered. Should Trivergent choose to place a UNE LSR having previously submitted a request for *preordering LMU without a reservation*, Trivergent will be billed the appropriate rate element for the specific UNE loop ordered as well as additional Loop Makeup charges as set forth in this Attachment. Rates are provided in Exhibit 1-TN in this Attachment.
- 2.4.4.2 Where Trivergent submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to Trivergent the facility reserved as indicated on the return of the LMU. Multi-facility reservations per single RESID/FRN as provided with the mechanized

LMUSI process are less likely to result in the specific assignment requested by Trivergent. For those occasions when BellSouth cannot assign the specific facility reserved by Trivergent during the LMU pre-ordering transaction, due to incomplete or incorrect information provided by Trivergent during the ordering process, BellSouth will assign to Trivergent, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type loop as ordered by Trivergent. If the ordered loop type is not available, Trivergent may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the loop type ordered.

3. Attachment 2 of the Agreement is hereby amended to include a new section 19.0 and all its subsections in the state of Tennessee as follows:

19.0 High Frequency Spectrum Network Element

19.1 General

19.1.1 BellSouth shall provide Trivergent access to the high frequency portion of the local loop as an unbundled network element only where BellSouth is the voice service provider to the end user ("High Frequency Spectrum") at the rates set forth in Exhibit 1-TN. BellSouth shall provide Trivergent with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

19.1.2 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Trivergent the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 CFR Section 51.230, including, but not limited to, ADSL, HDSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Trivergent shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Trivergent shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

19.1.3 The following loop requirements are necessary for Trivergent to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. BellSouth will provide Trivergent access to the Unbundled Loop Modification (Line

Conditioning), in accordance with Section 2.5 of Attachment 2 of the Interconnection Agreement. BellSouth is not required to condition a loop for access to the high frequency spectrum if conditioning of that loop significantly degrades BellSouth's voice service. If Trivergent requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Trivergent shall pay for the loop to be restored to its original state.

19.1.4 Trivergent's termination point is the point of termination for Trivergent on the toll main distributing frame in the central office ("Termination Point"). BellSouth will use jumpers to connect Trivergent's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to Trivergent's xDSL equipment in Trivergent's collocation space.

19.1.5 Trivergent shall have access to the splitter for test purposes, irrespective of where the splitter is placed in the BellSouth premises.

19.2 Provisioning of High Frequency Spectrum and Splitter Space

19.2.1 BellSouth will provide Trivergent with access to the High Frequency Spectrum as follows:

19.2.1.1 BellSouth will install splitters within forty-two (42) calendar days of Trivergent's submission of such order to the BellSouth Complex Resale Support Group; provided, however, that in the event BellSouth did not have reasonable notice that a particular central office was to have a splitter installed therein, the forty-two (42) day interval shall not apply. Collocation itself or an application for collocation will serve as reasonable notice.

19.2.1.2 Once a splitter is installed on behalf of Trivergent in a central office, Trivergent shall be entitled to order the High Frequency Spectrum on lines served out of that central office.

19.2.1.2.1 BellSouth will bill and Trivergent shall pay the SOMAN and SOMECH charges as described in this Agreement when Trivergent orders High Frequency Spectrum for end-user service.

19.2.1.3 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Trivergent access to data ports on the splitter. At least 30 days before making a change in splitter suppliers, BellSouth will provide Trivergent with a carrier notification letter, informing Trivergent of change. Trivergent shall purchase ports on the splitter as set forth more fully below.

19.2.1.4 BellSouth will install the splitter in (i) a common area close to the Trivergent collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Trivergent DS0 termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. BellSouth

will cross-connect the splitter data ports to a specified Trivergent DS0 at such time that a Trivergent end user's service is established.

19.2.1.5 The High Frequency Spectrum shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Trivergent desires to continue providing xDSL service on such loop, Trivergent shall be required to purchase a full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable law, and Trivergent desires to continue providing xDSL service on such loop, Trivergent shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. To the extent commercially practicable, BellSouth shall give Trivergent notice in a reasonable time prior to disconnect, which notice shall give Trivergent an adequate opportunity to notify BellSouth of its intent to purchase such loop. In those cases in which BellSouth no longer provides voice service to the end user and Trivergent purchases the full stand-alone loop, Trivergent may elect the type of loop it will purchase. Trivergent will pay the appropriate recurring and non-recurring rates for such loop as set forth in Exhibit 1-TN to this Attachment. In the event Trivergent purchases a voice grade loop, Trivergent acknowledges that such loop may not remain xDSL compatible.

19.2.1.6 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

19.2.2 Ordering

19.2.2.1 To order High Frequency Spectrum on a particular loop, Trivergent must have a DSLAM collocated in the central office that serves the end-user of such loop. Trivergent may order splitters in a central office once it has installed its Digital Subscriber Line Access Multiplexer ("DSLAM") in that central office. BellSouth will install these splitters within the interval provided in paragraph 19.1.1.

19.2.2.2 BellSouth will devise a splitter order form that allows Trivergent to order splitter ports in increments of 24 ports.

19.2.2.1 BellSouth will provide Trivergent the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

19.2.2.3 BellSouth will provide access to the High Frequency Spectrum within the following target intervals: BellSouth will return a manual Firm Order Confirmation ("FOC") in no more than two (2) business days after receipt of a valid, error free manual LSR. When Trivergent submits an electronic LSR for High Frequency Spectrum, BellSouth will return a FOC in four (4) hours ninety-five percent (95%) of the time, or, for orders that do not flow-through, in two (2) business days. BellSouth will provide Trivergent

with access to the High Frequency Spectrum at the following target intervals:

- 19.2.2.3.1 For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.
- 19.2.2.4 BellSouth will provide to Trivergent BellSouth's Loop Qualification System that BellSouth uses to qualify loops for its own ADSL offering as described below.
- 19.2.2.5 BellSouth will provide Trivergent access to the Preordering Loop Makeup (LMU), in accordance with Section 2.4 of this Agreement. BellSouth shall bill and Trivergent shall pay the rates for such services, as described in Exhibit 1-TN.
- 19.3 **Maintenance and Repair**
 - 19.3.1 Trivergent shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Trivergent may access the loop at the point where the combined voice and data signal exits the central office splitter.
 - 19.3.1.1 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer's premises and the Termination Point of demarcation in the central office. Trivergent will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.
 - 19.3.1.2 Trivergent shall inform its end users to direct data problems to Trivergent, unless both voice and data services are impaired, in which event the end users should call BellSouth.
 - 19.3.1.3 Once a Party has isolated a trouble to the other Party's portion of the loop, the Party isolating the trouble shall notify the end user that the trouble is on the other Party's portion of the loop.
 - 19.3.1.4 In the event Trivergent's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Trivergent and allow twenty-four (24) hours to cure the trouble. If Trivergent fails to resolve the trouble, BellSouth may discontinue Trivergent's access to the High Frequency Spectrum on such loop.

4. Pursuant to Exhibit C of Attachment 2 of the Interconnection Agreement, the Parties hereby agree to add the rates for Unbundled Network Element Line Sharing and revise the rates for Unbundled Loop Modification/Conditioning and Loop Make Up for the state of Tennessee. Based on the results of the Tennessee Regulatory Authority (TRA) hearing on September 26, 2000 in Docket No. 00-00544 the interim rates for Line Sharing, Unbundled Loop

Modification/Conditioning and Loop Make Up in Tennessee shall be as set forth in Exhibit 1-TN. These rates shall be subject to retroactive true-up once permanent have been established by the Authority.

5. The Parties agree that the rates for Tennessee in Exhibit C of Attachment 2 of the Interconnection Agreement that are associated with these rate elements are hereby deleted and replaced with new rates for like elements hereto attached as Exhibit 1-TN.

6. The Parties agree that the rates for Tennessee in Exhibit C of Attachment 2 of the Interconnection Agreement are hereby amended to include the new rate elements for Unbundled Loop Modification/Conditioning and Loop Make Up found in Exhibit 1-TN hereto attached.

7. The Parties agree that all of the other provisions of the Interconnection Agreement, dated June 30, 2000, shall remain in full force and effect.

8. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Tennessee Regulatory Authority or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Pat C. Finkler

Title: MANAGING DIRECTOR

Date: 3/01/01

Trivergent Communications, Inc.

By: HAMILTON E. RUSSELL, JR.

Title: RVP - LEGAL & REGULATORY AFFAIRS

Date: 12/15/00

BELLSOUTH/TRIVERGENT RATES
NETWORK ELEMENTS
AND OTHER SERVICES

Attachment 2
Exhibit C
TN Rates

DESCRIPTION		USOC	TN
Unbundled Loop Modification/Conditioning			
	NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops less than or equal to 18kft **	ULM2L	\$65.40
	NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - 1st **	ULM2G	\$710.71
	NRC - Load Coil/Equipment Removal per 2 Wire pair - Loops greater than 18kft - Add'l **	ULM2G	\$23.77
	NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops less than or equal to 18kft **	ULM4L	\$65.40
	NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - 1st **	ULM4G	\$710.71
	NRC - Load Coil/Equipment Removal per 4 Wire pair - Loops greater than 18kft - Add'l **	ULM4G	\$23.77
	NRC - Bridge Tap Removal per pair unloaded **	ULMBT	\$65.44
Loop Make Up			
	NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Manual) **	UMKLW	\$100.00
	Loop Makeup - Preordering Without Reservation, per spare facility queried (Manual) Maximum number of spare facilities per manual LMUSI is 3. **	UMKLW	\$100.00
	NRC-Loop Makeup - Preordering With Reservation, per spare facility queried (Manual) Max number of spare facilities per manual LMUSI is 3. **	UMKLP	\$100.00
	NRC - Loop Makeup - Preordering Without Reservation, per working facility queried (Mechanized) **		\$0.6888
	Loop Makeup - Preordering Without Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. **		\$0.6888
	Loop Makeup - Preordering With Reservation, per spare facility queried (Mechanized) Max number of spare facilities per mechanized LMUSI is 10. **		\$0.6888

EXHIBIT 1-TN

BELLSOUTH/TRIVERGENT RATES NETWORK ELEMENTS AND OTHER SERVICES

Attachment 2
Exhibit C
TN Rates

LINE SHARING		
2-Wire analog VG (SL1) for Line Sharing		
RC - per month (See Note) **		\$12.16
NRC - 1st (See Note) **		\$31.99
NRC - Add'l (See Note) **		\$20.02
System Splitter - 96 Line Capacity		
RC - Per month **	ULSDA	\$100.00
NRC - 1st **	ULSDA	\$150.00
NRC - Addl **	ULSDA	\$0.00
NRC - Disconnect 1st **	ULSDA	\$150.00
NRC - Disconnect Add'l **	ULSDA	\$0.00
System Splitter - 24 Line Capacity		
RC - Per month **	ULSDB	\$25.00
NRC - 1st **	ULSDB	\$150.00
NRC - Addl **	ULSDB	\$0.00
NRC - Disconnect 1st **	ULSDB	\$150.00
NRC - Disconnect Add'l **	ULSDB	\$0.00
Loop Capacity, Line Activation Per Occurrence		
RC - Per Month **	ULSDC	\$3.48
NRC - 1st **	ULSDC	\$40.00
NRC - Addl **	ULSDC	\$21.39
Subsequent Activity - Per Occurrence		
NRC - 1st **	ULSDS	\$30.00
NRC - Addl **	ULSDS	\$15.00
** Interim Rates subject to true-up		
Note:		
The recurring interim and nonrecurring interim rates in TN for 2-Wire analog VG (SL1) for Line Sharing is for a stand-alone loop purchased by Trivergent to provide both analog voice service and xDSL services or in the event Trivergent wishes to continue providing xDSL services to an end-user who terminates its BellSouth-provided voice service. These rates apply when Trivergent purchases the splitter from BellSouth.		